

complaint

Mr B complains that British Gas Services Limited refused to repair his boiler unless he had a powerflush completed.

He says he then found out that a powerflush wasn't necessary.

background

Mr B has a HomeCare policy with British Gas which covers him, amongst other things, for unlimited repairs to his gas central heating system.

Mr B's complaint is brought on his behalf by his daughter, Ms B.

Ms B says that in December 2018 her father, who is elderly and disabled, called British Gas because his boiler was no longer providing hot water. An engineer called but said he could only repair the boiler if Mr B had a powerflush completed at a cost of £760.

Mr B needed hot water so arranged for an independent engineer to look at the boiler. The independent engineer replaced some parts, including the heat exchanger, and got the boiler working again. The engineer said that a powerflush wasn't needed. The cost of the repair was £230.29.

Mr G's daughter then complained to British Gas. She said she thought her father had been given wrong information and had needlessly incurred costs for something that should have been covered under the policy.

In response to the complaint British Gas arranged for one of its service managers to investigate. He arranged for a water test to be carried out. This showed there were no problems with the water quality and no need for a powerflush.

British Gas then sent its final response letter. It explained that its engineer had found the heat exchanger and associated parts to be in poor condition due to the water quality. He had noted that British Gas had previously replaced these parts in in 2016 and had provided a quotation at that time for a powerflush to improve the quality of the water.

It went on to explain that under the terms and conditions of the policy British Gas would carry out a first repair but, if there were further issues relating to poor water quality, any future repair would be chargeable. It said that British Gas had a process in place to test the water quality before any "upgrade work" is carried out and, therefore, a powerflush would not be done unless necessary.

With regard to the water test it said that the third-party engineer may have drained the system and it was, therefore, impossible to confirm the water quality before the repair.

Ms B then brought her father's complaint to us where it was looked at by one of our investigators.

Our investigator thought the complaint should be upheld. He thought the evidence from the third-party engineer was persuasive that a powerflush was not needed. So he recommended that British Gas reimburse Mr B the costs he'd incurred and pay him £50 compensation for the trouble and inconvenience caused.

British Gas didn't agree. Essentially it said that the work carried out by the third-party engineer, and the parts replaced, was consistent with there being a problem with the water quality. As Mr B hadn't addressed this following the 2016 repair it maintained its position that the most recent work was not covered under the terms of Mr B's policy.

The matter has now been passed to me for a decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've reached the same conclusion as our investigator, for largely the same reasons.

I can see that in 2016 British Gas replaced the heat exchanger on Mr B's boiler. The notes from the time say "*quoted for a power flush*". I can't see any reference to the water being tested and Ms B says no test was carried out.

In 2018 British Gas attended again. Its notes say: "*Boiler blocked with sludge and scale again – requoted for powerflush*". Again, I can't see any reference to a water test being carried out to confirm this diagnosis.

British Gas is relying on a term in the insurance contract which says it won't cover "*damage caused by limescale, sludge or other debris, if we've told you before that you need to carry out repairs, improvements or a British Gas Powerflush, similar process, but you haven't done so*".

I understand British Gas's point. But I haven't seen anything to persuade me that a powerflush was needed in 2016 or 2018, or that the damage repaired in 2018 was "*caused by limescale, sludge or other debris*".

In its final response letter British Gas says that it has a process in place to test the water quality and that a powerflush wouldn't be done unless necessary. But it doesn't appear to have carried out, or offered to carry out, a water test for Mr B until after he complained and after he'd had the work done elsewhere.

The water test carried out then showed that there was no problem with the water quality and that a powerflush wasn't needed. British Gas says the independent engineer might have drained the system and that could be why the water was clear.

I accept that's possible. But the engineer listed all the work he'd done and that didn't include draining down the system. So I'm not persuaded that's the reason.

British Gas also says that the work the independent engineer completed was consistent with there being sludge in the system. But that isn't supported by the report from the independent engineer who says "*after draining the boiler and inspecting the components within the boiler there was no sign of dirty water therefore a powerflush was not required*".

That seems consistent with the later, post repair, water test carried by British Gas.

In all the circumstances, and based on the evidence I've seen, I'm not persuaded that the 2018 problem was a result of damage caused by "*limescale, sludge or other debris*". So I don't think it was reasonable for British Gas to refuse to carry out repairs to Mr B's boiler.

British Gas could have carried out a water test at that point. But it doesn't seem to have done so. It appears only to have offered Mr B the option of having a powerflush. In the circumstances I'm satisfied that Mr B may have thought he had little option but to call another engineer.

Since the cost of the repair would ordinarily have been covered under the terms of Mr B's policy with British Gas I think it would be fair for British Gas to reimburse him the £230.29 he paid to the independent engineer.

I also agree with our investigator that British Gas should pay Mr G £50 compensation for the inconvenience caused.

my final decision

I uphold this complaint.

British Gas Services Limited must now:

- Pay Mr B £230.29 to reimburse him for the costs he incurred.
- Pay Mr B £50 compensation for the upset and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 5 November 2020.

Sue Wrigley
ombudsman